

hereby:

3. All remedies asserted herein or otherwise available to Productions or either of the Parties herein shall be cumulative and no remedy shall be exclusive of any other. The remedy by Productions or by any Party of any remedy under this agreement or otherwise shall not be deemed to waive any other or different remedy which may be available to such other Party or Productions under this agreement, or otherwise, either at law or in equity.

**EXHIBIT:** Productions shall furnish, own, and be entitled to possession on demand all shoes, hosiery, underclothing and outer-clothing, and all other wardrobe and wearing apparel necessary for the performance of services by each Party hereunder.

**EXHIBIT:** Productions may at any time, or from time to time during the term hereof apply for or procure in its own name or otherwise, and its own expense, life, health, accident or other insurance covering each Party, in which event such Party shall, if required, submit to reasonable medical or such examinations required by insurance company as reasonable, and sign such applications and other instruments as may be required for such purposes.

**EXHIBIT:** 1. The First Party expressly gives or grants to Productions, in addition to other benefits and civil rights herein in this agreement granted to Productions the following:

The right to "double" as when he twice, using special plans and arrangements and all instrumental, music and other sound effects to be provided by her to such extent as may be desired by Productions, and in any instance.

2. Either Party shall, except in connection with seminars or workshops or other services hereinafter made or received by each of them for others neither

make, or to be

shall not be deemed to be in violation of the provisions hereof, unless Party shall authorize any other person, firm or corporation to advertise or otherwise directly or indirectly that he has contracted to do or perform any act or service contrary to the terms hereof. Such Party hereby authorizes Productions at its own cost and expenses, in the name of such Party or otherwise, to institute any criminal or legal proceedings to prevent such acts or any of them.

**ARTICLE IV.** During the term of this agreement at such time or times, and during such period or periods as it may be lawful for Productions to require each of the Parties to do, such Party shall, at his sole cost and expenses, at the request of Productions, furnish or cause to be furnished in good standing of the then proper labor organization or organizations (as then defined and determined under the then applicable law) representing persons performing services of the type and character that are required to be performed by each of the Parties hereunder.

**ARTICLE V.** In addition to similar or different rights herein this agreement granted to Productions by each of the Parties herein, such Party hereby irrevocably gives and grants to Productions the right to lend his services to any other person, firm or corporation (herein called "borrower") in connection with which such Party is required to render his services hereunder, at any time and from time to time during the term hereof.

It is understood that this agreement shall not constitute a breach in full (now and hereafter) and the Party shall not be required to do any act or to perform any services contrary to the provisions hereof.

It is further understood by a separate document, shall not constitute a breach by Productions, obligations and services.



each Party the right to refuse to render any further services to the Borrower.

1) If the Party is required to render services to a Borrower as hereinafter provided, he shall render the same to the best of his ability.

**ENTIRETY:** In the event that any term, condition, covenant, agreement, requirement or provision herein contained shall be held by any court of competent jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, covenant, agreement, requirement or provision shall be of no force or effect during any period in which such unenforceability, illegality, invalidity or contrariness to public policy shall exist, but such unenforceability, illegality, invalidity or contrariness to public policy shall have no effect whatsoever upon the binding force or effectiveness of any of the other terms, conditions, covenants, agreements, requirements and provisions herein, it being the intention and declaration of Protection and the Parties herein that had they or either of them known of such unenforceability, illegality, invalidity or contrariness to public policy, they would have entered into a contract with the other containing all of the other valid terms, conditions, covenants, agreements, requirements and provisions herein.

**BOOK-ENTRY:** Protection and the persons, firms and corporations for which any of the Parties shall be required to render services hereunder (other than a major nation picture production company) shall keep proper financial records and such records during all business hours shall be open to inspection by either of the Parties or his duly authorized attorney and accountant.

**NOTICE:** Any notice required to be given pursuant to the provisions of this agreement shall be in writing and by registered mail and mailed to Protection and to the Parties at the following addresses, unless notice of a different

Notarials shall have been given by registered mail:

PRODUCTION - 140 Lexington Avenue, New York, NY  
 FIRST PARTY - Weston El., Studio House, Weston,  
 Connecticut  
 SECOND PARTY - Weston El., Weston, Connecticut

**CONSTRUCTION:** Wherever in this agreement words of the masculine gender shall be used they shall be deemed to include the feminine when the sense so indicates and words in the single number include the plural and in the plural number include the singular when the sense so indicates.

**GOVERNING LAW:** This agreement shall be interpreted in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF,** the parties hereto have caused this agreement to be duly executed on the 27<sup>th</sup> day of January, 1956.

MARTIN MORRIS PRODUCTIONS, INC.

BY: [Signature] President  
 BY: [Signature] Vice President

ATTORNEY GENERAL

[Signature]  
 Attorney General

[Signature]  
 Attorney General



STATE OF NEW YORK  
COUNTY OF NEW YORK ss.

On this 30th day of January, 1956, before me personally appeared MARILEN MONROE, MILTON N. GELINE and JOSEPH KARR, who stated that they were President, Vice-President and Secretary, respectively, of MARILEN MONROE PRODUCTIONS, INC., the corporation named in and which executed the foregoing instrument; that they know the seal of said corporation and that the seal affixed to the foregoing instrument is said seal, and it was so affixed by authority of the Board of Directors of MARILEN MONROE PRODUCTIONS, INC.

STATE OF NEW YORK  
COUNTY OF NEW YORK ss.

On this 30th day of January, 1956, personally appeared before me MARILEN MONROE and MILTON N. GELINE, individually, known to me and to be known to be the persons named in and who executed the foregoing instrument and are acknowledged that they executed the same.